



ABERDEEN CITY COUNCIL

July 22, 2015

****AMENDED****

COUNCIL MEETING AGENDA

7:15 p.m. Third Floor, City Hall

COMMITTEE OF THE WHOLE

- A. Guest Speakers
 - 1. Swearing in of Officer Millard by Chief Torgerson
 - 2. **Cary Bozeman:** Update on Downtown Waterfront Revitalization Six Prong Approach
- B. Additions to Agenda
- C. Department Heads
- D. Mayor's Report
- E. Non-Standing Committee Reports

COUNCIL MEETING

- I. ROLL CALL
- II. FLAG SALUTE
- III. APPROVAL OF MINUTES
- IV. PUBLIC COMMENT Re: Agenda Items (Please limit your comments to 3 minutes)
- V. FINANCE COMMITTEE
 - A. Committee Chair Report
 - B. Approval of Expenditures
 - 1. Recommend approval of expenditures and payroll.
 - C. Ordinances
 - 1. First reading of Bill No. 15-01 requiring business licenses for residential rental housing, amending Chapter 5.10 and § 5.07.220 of the AMC.
- VI. PUBLIC WORKS
 - A. Committee Chair Report
 - B. Reports & Communications
 - 1. Report from Public Works and Public Works Director recommending that the Mayor be authorized to sign the amended contract with HDR Engineering for engineering services.
 - 2. Report from Public Works and Public Works Director recommending that the Mayor be authorized to sign the amended contract with Landau Associates for geotech engineering services.
 - 3. Report from Public Works and Public Works Director authorizing the City to move into an agreement with WSDOT committing \$2,000 of City funds to complete the striping plan as submitted. This plan is designed to help moderate the traffic impact on Downtown Aberdeen.
 - 4. Report from Public Works and Public Works Director authorizing the Mayor to execute the contract with Rognlin's, Inc. to construct the Sam Benn Retaining Wall Project.

VII. PUBLIC SAFETY

A. Committee Chair Report

B. Public Hearing

1. This is the date set for the public hearing on the six month moratorium prohibiting the licensing, location and permitting of automobile racing events or facilities within the city limits of Aberdeen.

C. Reports & Communications

1. Report from Public Safety and Chief of Police recommending that the Mayor and staff be authorized to sign the agreement with City of Westport for jail services.

D. Ordinances

1. Second reading and date of public hearing of Bill No. 15-07 adopting a six month moratorium prohibiting the licensing, location, and permitting of facilities for the wholesale storage and sales of liquid, solid, or gasified petroleum in the City of Aberdeen, State of Washington.
2. Third reading of Bill No. 15-09 authorizing the operation of wheeled all-terrain vehicles (WATV) in the City of Aberdeen and adopting a new chapter in the AMC regulating the use of WATV within city limits.

VIII. SPECIAL AGENDA ITEMS

A. Proclamation for World Breastfeeding Week August 1-7th

IX. CITY COUNCIL COMMENT PERIOD

X. PUBLIC COMMENT PERIOD (Please limit your comments to 3 minutes)

XI. EXECUTIVE SESSION

The City of Aberdeen does not discriminate against or exclude anyone from participation in public meetings. Requests for assistance should be made by contacting the Finance Department at 360-537-3236, 48 hours in advance of the meeting. Thank you.

Please note: Highlighted items are new additions on the amended agenda.

ORDINANCE NO. _____

AN ORDINANCE REQUIRING BUSINESS LICENSES FOR RESIDENTIAL RENTAL HOUSING, AMENDING CHAPTER 5.10 AND SECTION 5.07.220 OF THE ABERDEEN MUNICIPAL CODE.

WHEREAS, real property owners engaged in the business of rental housing are exempt from state and local business and occupation taxes under the Washington State Supreme Court decision in *Apartment Operators' Association, Inc. v. Schumacher*, 56 Wn.2d 46 (1960) and have not been required to comply with Aberdeen's Business Licensing and Registration Code (Chpt. 5.10 AMC) because their business income would be fully deductible;

WHEREAS, the city council has determined that persons engaged in the business of rental housing should comply with licensing requirements, even though the income from their properties is not taxable under the *Apartment Operators' Association* decision, to assist the city in complying with state regulation of rental housing and to protect public health, safety, and welfare;

WHEREAS, the state Landlord Tenant Act mandates that cities inspect rental housing and furnish reports upon request from tenants and also mandates court proceedings for inspections of rental housing under the city's Unfit Dwellings, Buildings and Structures Code;

WHEREAS, inspections performed at the request of tenants and for violations of the Unfit Dwellings, Buildings, and Structures Code confirm that there exists rental housing in Aberdeen that is below minimum building standards and appears to violate the state Landlord Tenant Act (RCW 59.18.060);

WHEREAS, requiring business licenses for rental housing will provide the city with the resources to determine whether specific local standards for rental housing should be adopted and to partially off-set the cost of enforcing the state's mandatory inspection program for rental housing;

WHEREAS, requiring licenses for rental housing will also assist the city in enforcing its current unfit dwellings code by distinguishing between rental housing under the state Landlord-Tenant Act and other dwellings and structures that are not subject to the state rental housing inspection process; **NOW, THEREFORE,**

BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF ABERDEEN:

SECTION 1. CODE SECTION AMENDED. Ordinance 6373, in part, codified as AMC 5.10.020, is hereby amended to read as follows:

AMC 5.10.020 Definitions.

~~In construing the provisions of this chapter, save when otherwise declared or clearly apparent from the context, The definitions found in Chapters 5.02 and 5.06 Chapter 5.03 AMC shall apply herein to this chapter unless otherwise declared or clearly apparent from the context. Words or phrases used in this chapter that are not expressly defined shall be interpreted using the meaning they have in common usage and to give this chapter its most reasonable application.~~

SECTION 2. CODE SECTION AMENDED. Ordinance 6373, in part, codified as AMC 5.10.110, is hereby amended to read as follows:

AMC 5.10.110 ~~Business license fees—regulations—imposed~~ Director to make rules.

~~There are hereby imposed business license fees and regulations upon the businesses and occupations enumerated in sections 5.10.190, 5.10.200, 5.10.210, and 5.10.220 as deemed necessary in the interest of the public safety and welfare. The business license fee applicable to each type of business is due and payable on an annual basis, unless otherwise provided, and must be paid prior to the issuance of a city business license. Annual license fees may be prorated on a monthly basis in the first year of application only; renewal license fees may not be prorated. Unless provided otherwise, the license fees herein levied shall be additional to any license fee or tax imposed under any other law or ordinance. The Director shall have the power to adopt, publish and enforce rules and regulations for the purpose of carrying out the provisions of this chapter and it shall be unlawful to violate or fail to comply with any such rule or regulation.~~

SECTION 3. CODE SECTION AMENDED. Ordinance 6373, in part, codified as AMC 5.10.130, is hereby amended to read as follows:

AMC 5.10.130 Revocation of business license.

A. If a person defaults on the payment of any tax or fee required by this title, their business license shall be considered automatically revoked and invalid from the date of default. This revocation will have immediate force and effect without further notice to the license holder.

B. The director may revoke a business license by written notice to the license holder any time such person fails to comply with any provision of this title, unless otherwise provided. This revocation is effective upon the mailing of notice by the director.

C. It shall be unlawful for any person, business or corporation, or employee or officer of a business or corporation, to engage in business after the revocation of a license.

SECTION 4. NEW CODE SECTION ADOPTED. The following Section 5.10.195 is hereby added to the Aberdeen Municipal Code:

AMC 5.10.195 Supplemental license fees – regulated businesses.

There are hereby imposed additional business license fees and regulations upon the businesses and occupations regulated by sections 5.10.190, 5.10.200, 5.10.210, and 5.10.220 in order to protect the public safety and welfare. The business license fee applicable to each type of business is due and payable on an annual basis, unless otherwise provided, and must be paid prior to the issuance of a city business license.

SECTION 5. NEW CODE SECTION ADOPTED. The following Section 5.10.220 is hereby added to the Aberdeen Municipal Code:

AMC 5.10.220 Residential rental business license.

A. **License required.** Every rental unit owner shall obtain an annual residential rental business license, to be issued pursuant to this chapter, prior to operating, leasing, or causing to be leased, a rental unit. Rental unit owners must file a written application annually with the Director covering each rental unit to be leased. Each rental unit and each unit unavailable for rent must be separately identified in the application. Multiple rental units owned and operated by the same business entity on more than one premises may be included in a single license. No license shall be issued for a residential rental business unless the Director has received a complete application including the appropriate application fee. It is unlawful to lease any rental unit that is not listed in a current rental business license or in sub-section B, below.

B. **Exceptions.** The provisions of this section shall apply to all rental units, with the exception of:

1. Owner-occupied rental units;
2. Units unavailable for rent;
3. Housing accommodations in hotels, motels, inns or tourist homes;
4. Housing accommodations in retirement or nursing homes;
5. Housing accommodations in any hospital, state-licensed community care facility, convent, monastery or other facility occupied exclusively by members of a religious order or an extended medical care facility;

6. Housing accommodations that a government unit, agency or authority owns, operates or manages, or which are specifically exempted from municipal regulation by state or federal law or administrative regulation. This exception shall not apply once the governmental ownership, operation or management regulation is discontinued.

C. **Definitions.** In addition to the definitions that apply generally to this chapter, the following definitions and interpretations shall apply to the terms and phrases found in this section:

1. "Accessory dwelling unit" or "ADU" means a unit that meets the requirements of AMC 17.04.070(3).

2. "Lease" means any agreement that gives rise to relationship of landlord and tenant.

3. "Owner" means the owner of record as shown on the last Grays Harbor County tax assessment roll or such owner's authorized agent.

4. "Rental unit" means a unit occupied or leased by a tenant.

5. "Single-family residence" means a building, modular home, or new manufactured home designed to contain no more than one dwelling unit, plus one accessory dwelling unit.

6. "Tenant" means any adult person granted temporary use of a rental unit pursuant to a lease or rental agreement with the owner of the rental unit.

7. "Unit" means any structure or part of a structure, which is used as a home, residence or sleeping place by one or more persons, including but not limited to, single-family residences, duplexes, tri-plexes, four-plexes, multi-family dwellings, apartment buildings, condominiums, mobile homes and similar living accommodations.

8. "Unit unavailable for rent" means a unit whose owner has filed with the Director a statement signed under penalty of perjury that such unit is not offered or available for rent as a rental unit and that prior to offering or making the unit available as a rental unit, the owner will apply or re-apply for a Residential Rental Business License and comply with any applicable administrative regulations adopted pursuant to this chapter.

D. **License fee.** Residential rental businesses shall obtain an annual license under AMC 5.10.040 and pay an annual license fee of twenty-five dollars (\$25.00), plus an additional one dollar (\$1.00) for each rental unit identified in the license application.

SECTION 6. CODE SECTION AMENDED. Ordinance 6456, Section 3, in part, codified as AMC 5.07.220, is hereby amended to read as follows:

AMC 5.07.220 Unlawful actions – Violation - Penalties.

- (1) It shall be unlawful for any person liable for taxes or fees under this title:
 - (a) To violate or fail to comply with any of the provisions of this chapter title or any lawful rule or regulation adopted by the Director;
 - (b) To make any false statement on any license application or tax return;
 - (c) To aid or abet any person in any attempt to evade payment of a license fee or tax;

- (d) To fail to appear or testify in response to a subpoena issued pursuant to this title;
- (e) To testify falsely in any investigation, audit, or proceeding conducted pursuant to this title.

(2) Violation of any of the provisions of this ~~chapter~~ title is a gross misdemeanor. Any person convicted of a violation of this ~~chapter~~ title may be punished by a fine not to exceed ~~\$1,000~~ \$5,000, imprisonment not to exceed ~~one-year~~ 364 days, or both fine and imprisonment. The penalties or punishments provided in this ~~chapter~~ section shall be in addition to all other penalties provided by law.

(3) Any person, or officer of a corporation, convicted of continuing to engage in business after the revocation of a license shall be guilty of a gross misdemeanor and may be punished by a fine not to exceed \$5,000, or imprisonment not to exceed ~~one-year~~ 364 days, or both fine and imprisonment.

SECTION 7. SEVERABILITY. Should any section, subsection, paragraph, sentence, clause or phrase of this ordinance or its application to any person or situation be declared unconstitutional or invalid for any reason, such decision shall not affect the validity of the remaining portions of this ordinance or its application to any other person or situation.

SECTION 8. PUBLICATION BY SUMMARY. The Finance Director is authorized and directed to publish the attached summary in lieu of this ordinance.

SECTION 9. EFFECTIVE DATE. This ordinance shall take effect immediately upon its passage, signing, and publication; except that the amendments to AMC 5.07.220 in Section 6 shall take effect July 1, 2015.

PASSED and APPROVED this ____ day of _____, 2015.

Bill Simpson, Mayor

ATTESTED:

Kathryn Skolrood, Finance Director

**LEGISLATIVE DEPARTMENT
CITY OF ABERDEEN**

MR. MAYOR:

THE MEMBERS OF
YOUR COMMITTEE ON: Public Works and the Public Works Director

TO WHOM IT WAS REFERRED: Emergent Engineering Services Contract Amendment

REPORTS AS FOLLOWS: Engineering Consultant, HDR, has been providing engineering services to the City since the January flood events, specifically on the 6th Avenue project. Additional work beyond what was originally scoped is now recommended primarily to ensure that the site's drainage is properly designed for and restored. The amendment expense will not exceed \$30,600. The amendment contract is included.

THEREFORE, IT IS RECOMMENDED: That staff be authorized to sign the amended contract with HDR.

Malcolm Bowie
Public Works Director

CHAIRMAN

Reported _____, 2015

Adopted _____, 2015

COMMITTEE

**LEGISLATIVE DEPARTMENT
CITY OF ABERDEEN**

MR. MAYOR:

THE MEMBERS OF
YOUR COMMITTEE ON: Public Works and the Public Works Director

TO WHOM IT WAS REFERRED: Geotech Engineering Services Contract Amendment

REPORTS AS FOLLOWS: Geotech consultant, Landau Associates, has provided emergency geotech consultation services since the January flood events, assessing certain city infrastructure either damaged or considered at risk. The City and the consultant entered into contract on March 27th for geotech and engineering services primarily for the Friedlander site. Staff are now proposing to amend the contract to include the Lake Aberdeen firing range relocation and a causation report for one of the other sites. The amendment request is for (). The amendment contract is included.

THEREFORE, IT IS RECOMMENDED: That the mayor be authorized to sign the amended contract with Landau Associates for geotech engineering services.

Malcolm Bowie
Public Works Director

CHAIRMAN

Reported _____, 2015

Adopted _____, 2015

COMMITTEE

**LEGISLATIVE DEPARTMENT
CITY OF ABERDEEN**

MR. MAYOR:

THE MEMBERS OF
YOUR COMMITTEE ON: Public Works and the Public Works Director

TO WHOM IT WAS REFERRED: Downtown Traffic Impact Moderation Project

REPORTS AS FOLLOWS: In cooperation with WSDOT, City staff have come up with a striping plan to help moderate the traffic impact on Downtown Aberdeen. The project will help the City move forward on goal number two of the Three to Five year action plan adopted by City Council as part of the Aberdeen Revitalization goals. WSDOT will do the work as scheduled in August of this year. The work requires more of an effort from WSDOT than a normal restripe because of the changes; thus, they have asked for the City to contribute funds towards the project. The final additional cost is unknown at this point. But, in order to help facilitate the cooperative effort with WSDOT, City staff is requesting that both the Public Works Streets and the Community Development Departments contribute \$1,000 each for a total of \$2,000 towards the project. The striping plan with overview and renderings are attached.

THEREFORE, IT IS RECOMMENDED: That the City Staff be authorized to move into an agreement with WSDOT committing \$2,000 of City funds to complete the striping plan as submitted.

Malcolm Bowie
Public Works Director

Bill Simpson, Chairman

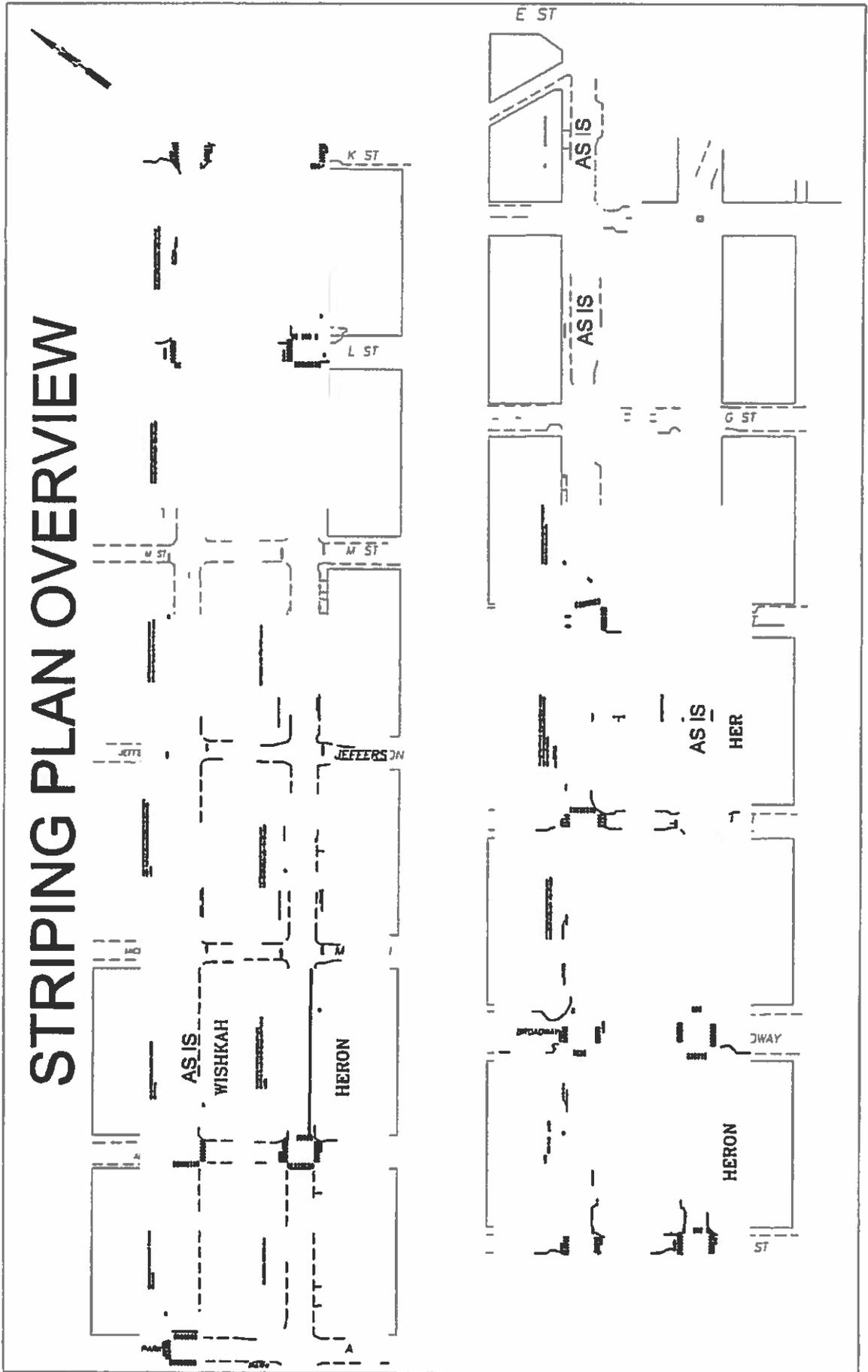
Lisa Scott
Community Development Director

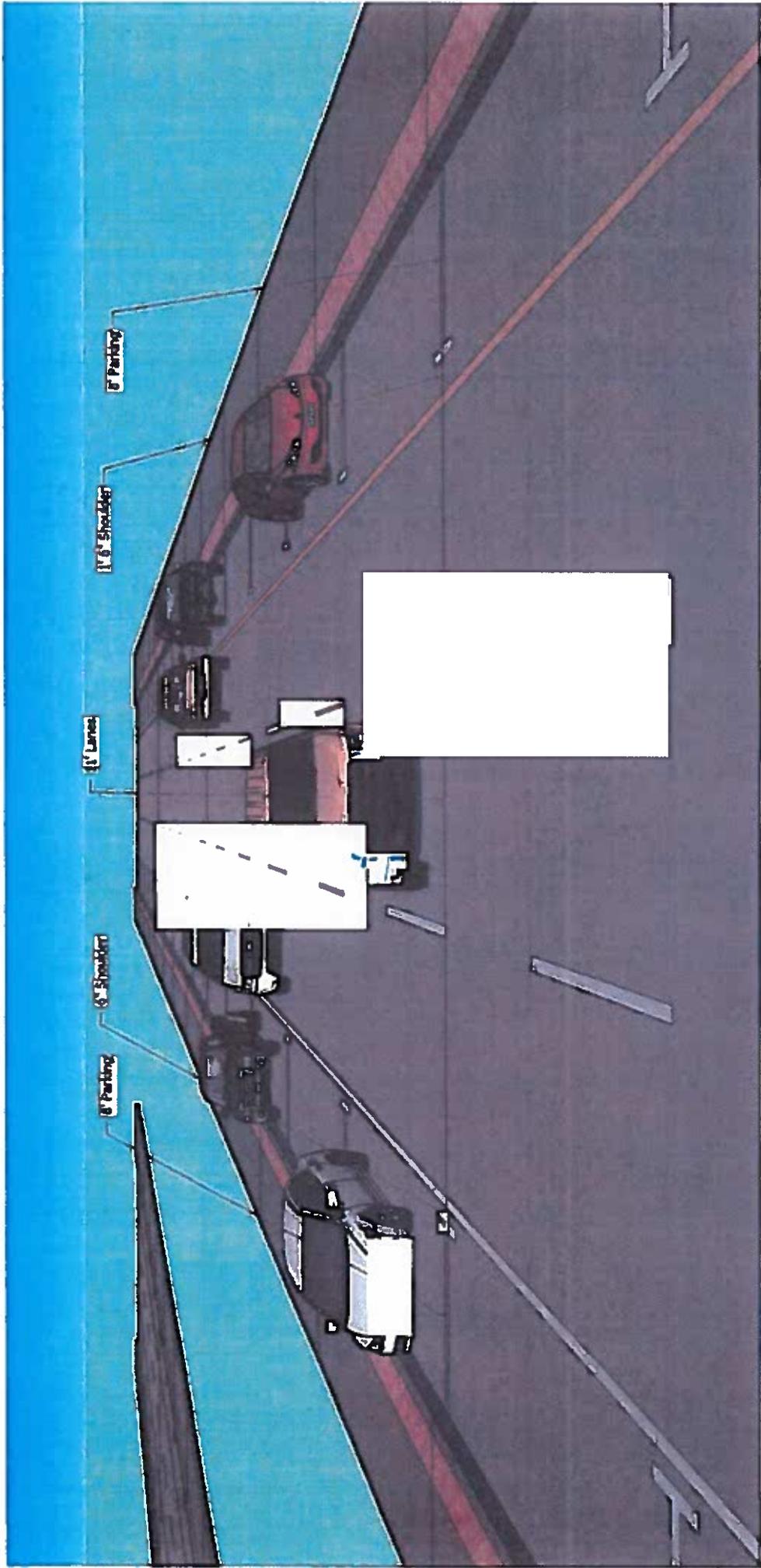
Reported _____, 2015

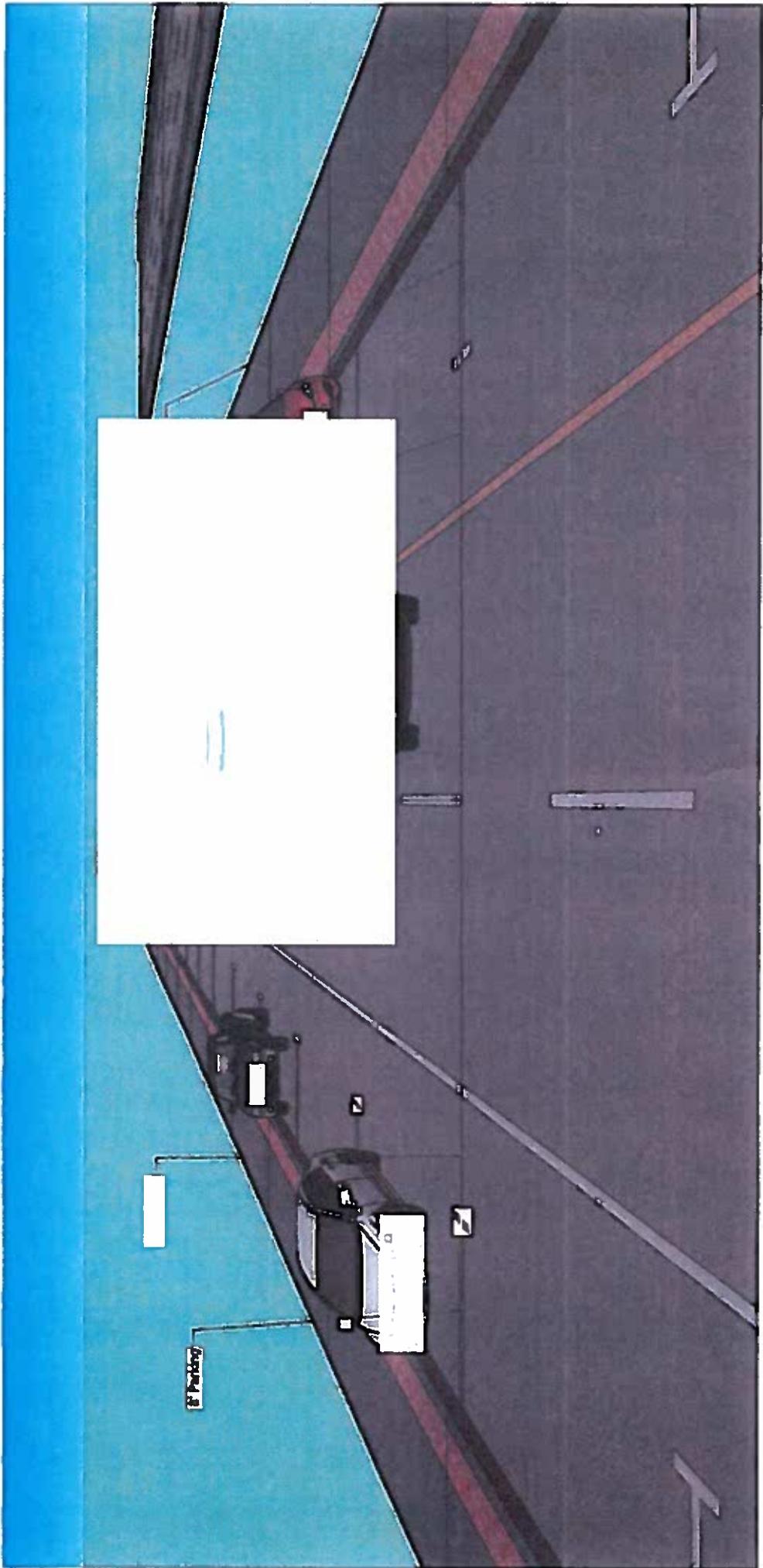
Committee

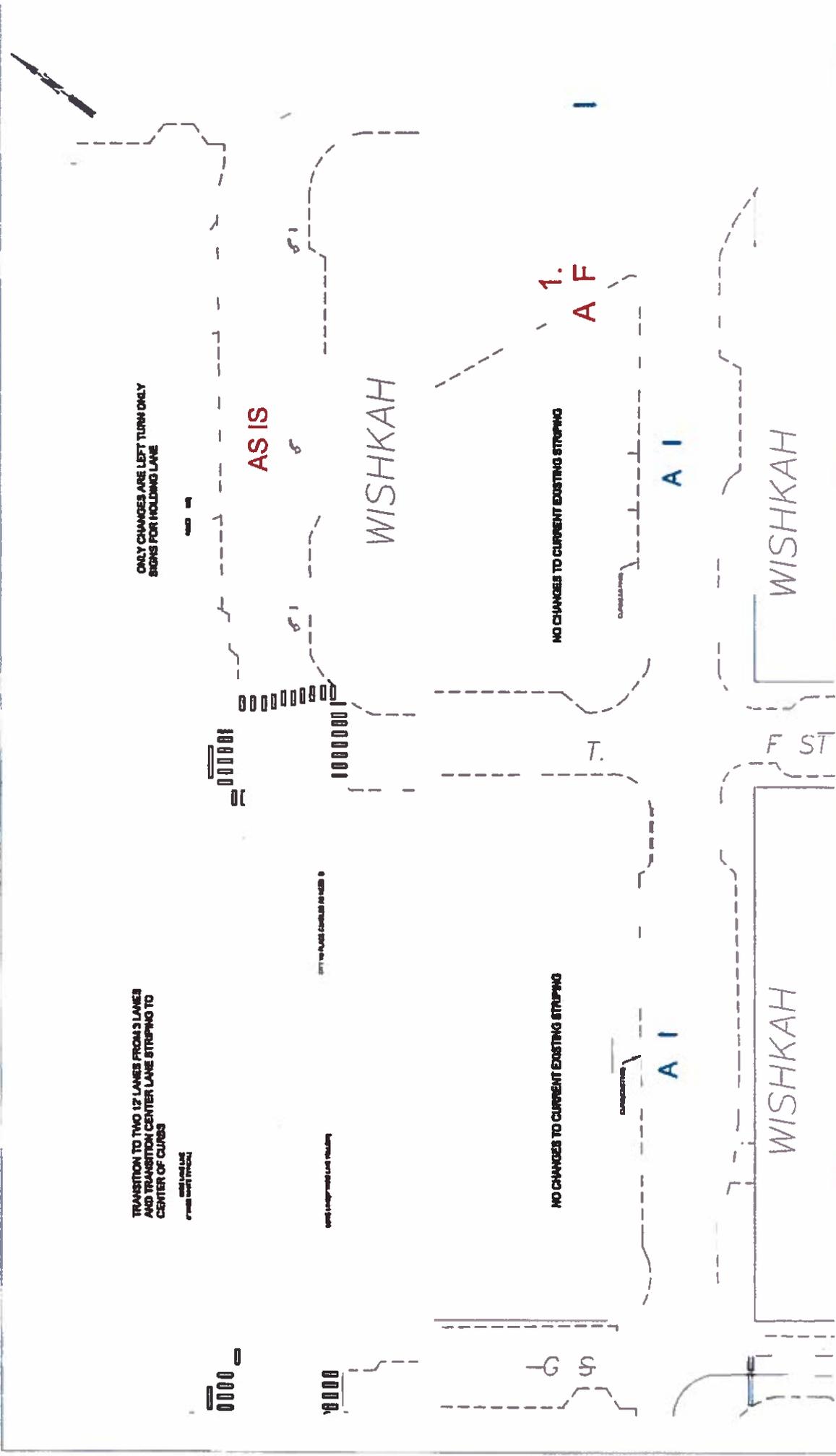
Adopted _____, 2015

STRIPING PLAN OVERVIEW









ONLY CHANGES ARE LEFT TURN ONLY SIGNS FOR HOLDING LANE

AS IS

WISHKAH

1.
A F

NO CHANGES TO CURRENT EXISTING STRIPING

A I

WISHKAH

TRANSITION TO TWO 12' LANES FROM 3 LANES AND TRANSITION CENTER LANE STRIPING TO CENTER OF CURBS

SEE PLAN FOR
TRANSITION

SEE PLAN FOR
TRANSITION

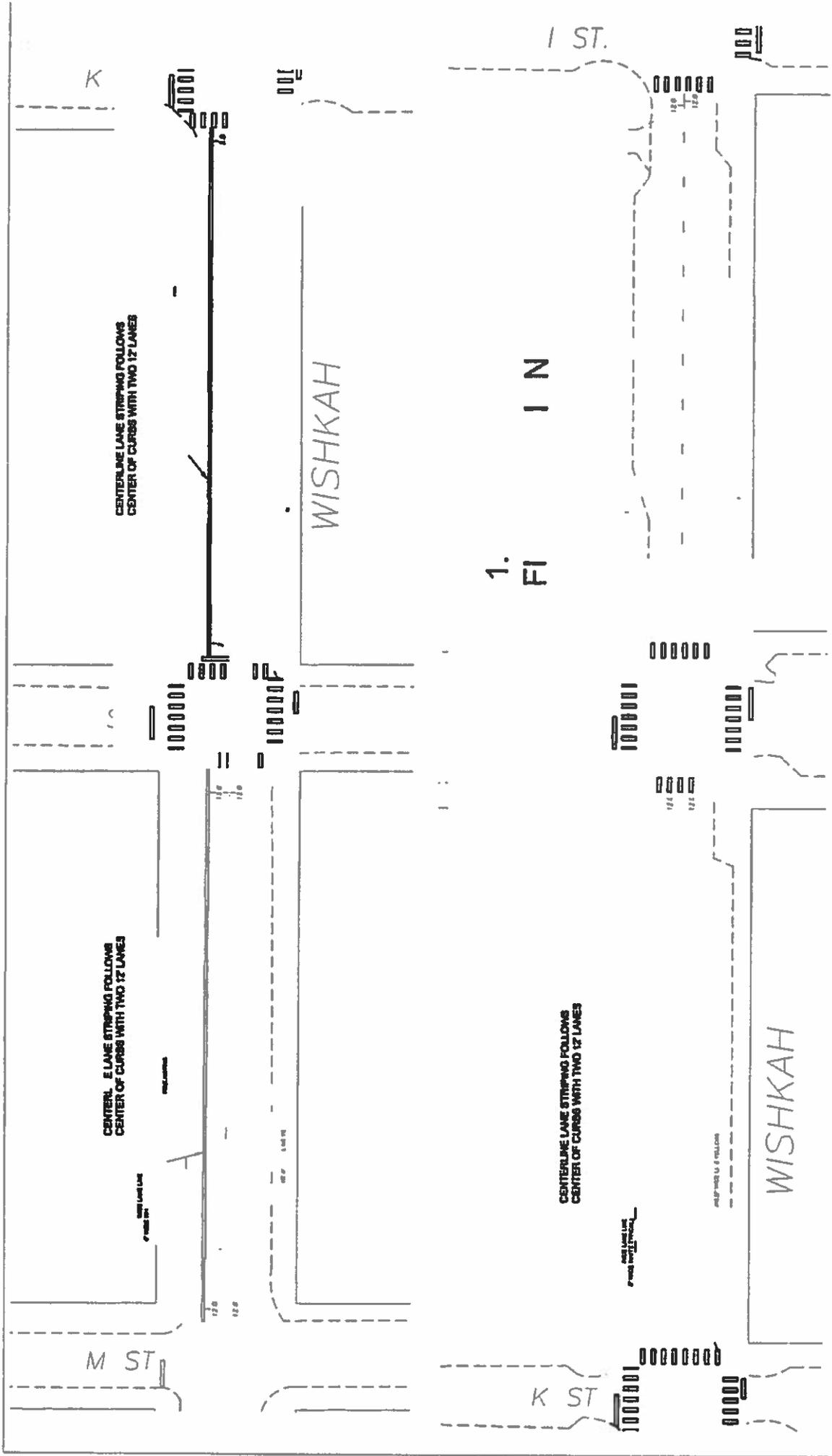
NO CHANGES TO CURRENT EXISTING STRIPING

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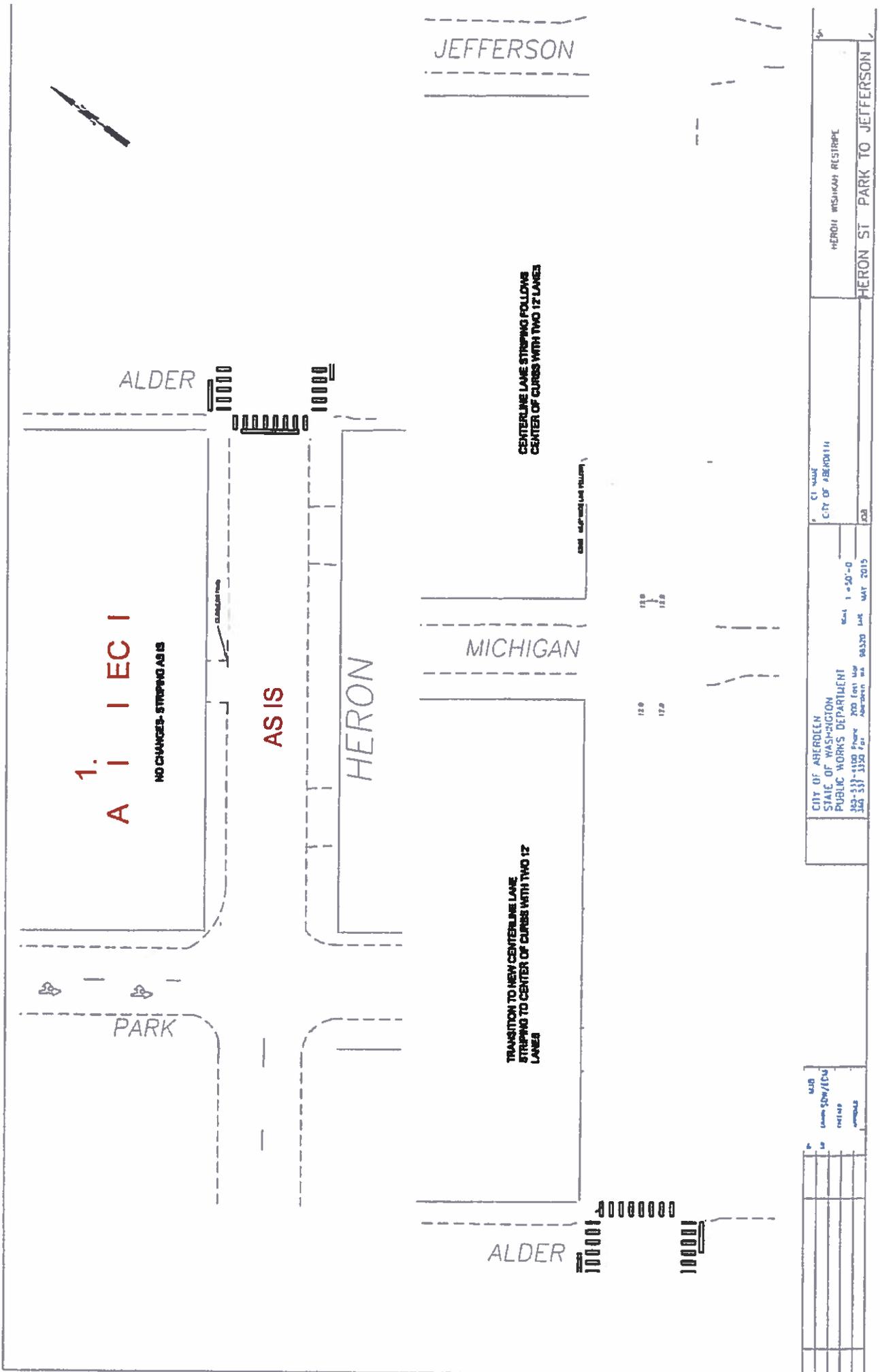
WISHKAH

F ST

CITY OF ABERDEEN STATE OF WASHINGTON P. B. C. WORKS DEPARTMENT 312 535-1100 Phone 312 537-1330 Fax Aberdeen, WA 98530		DRAWING NO. 15-01-01	PROJECT NAME TR OF ABERDEEN	SHEET NO. 2
DATE: APRIL 2015		JOB NO.	FROM WISHKAH STREET	TO F



SHEET NO.		PROJECT NO. E		CITY OF ABERDEEN		HIERON & WISHKAH RESTRIPE		SHEET NO.	
3		100-511-1.05 Plans		200 East 1st St.		100-511-3.00 Plan		3	
7		100-511-3.00 Plan		100-511-3.00 Plan		100-511-3.00 Plan		7	
K		MAPPING NO.		DATE		DRAWN BY		CHECKED BY	
M ST		100-511-3.00 Plan		100-511-3.00 Plan		100-511-3.00 Plan		100-511-3.00 Plan	
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1. FI 1 IN		100-511-3.00 Plan		100-511-3.00 Plan		100-511-3.00 Plan		100-511-3.00 Plan	
WISHKAH		100-511-3.00 Plan		100-511-3.00 Plan		100-511-3.00 Plan		100-511-3.00 Plan	
WISHKAH		100-511-3.00 Plan		100-511-3.00 Plan		100-511-3.00 Plan		100-511-3.00 Plan	



NO.	DATE	BY	REVISION

CITY OF ABERDEEN
STATE OF WASHINGTON
PUBLIC WORKS DEPARTMENT
300-511-4100 Phone 200 Tenth Ave
300-511-3350 Fax Aberdeen WA 98520

Scale: 1" = 50'-0"

DATE: MAY 2015

CITY NAME: CITY OF ABERDEEN

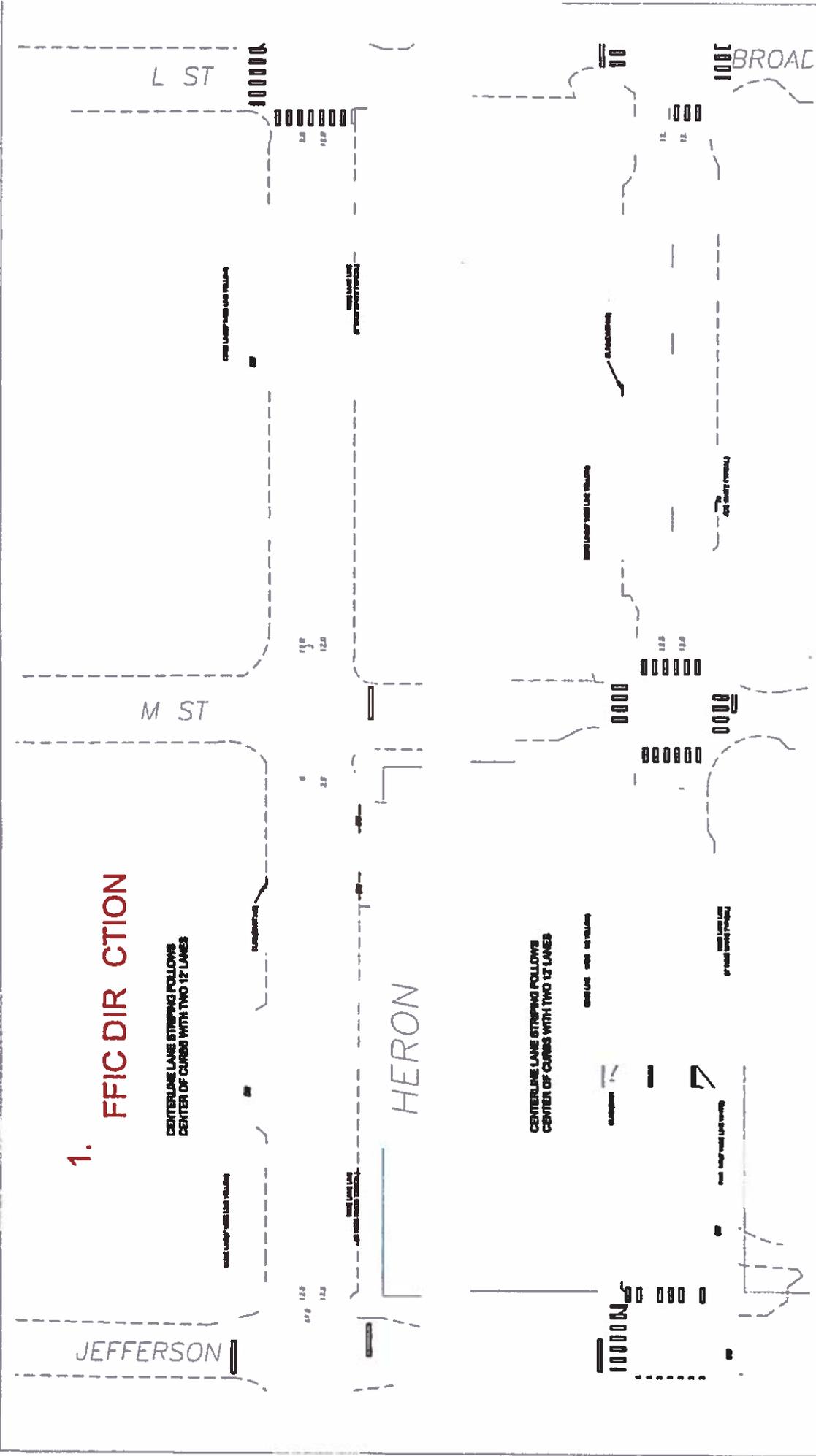
PROJECT NAME: HERON WALKWAY RESTRIPE

LOCATION: HERON ST PARK TO JEFFERSON

JOB NO: 200

1. FFIC DIR CTION

CENTERLINE LANE STRIPING FOLLOWS
CENTER OF CURBS WITH TWO 12 LANES



CITY OF ABERDEEN STATE OF WASHINGTON PUBLIC WORKS DEPARTMENT 150 533 4120 Phone 250 East Main 150 537 4350 Fax Address W. 84310	DRAWING NO. 642 1" = 50' 0"	FIELD CT. DATE CITY OF AB RD 11	PROJECT NO. 16310
	DATE 04-24-09	PROJECT NO. 16310	PROJECT NO. 16310

HERON-WASHINGTON RESTRIPE
ERON ST JEFFERSON BROADWAY

TRAFFIC DIRECTION

1.

LANE
AT WEST END OF BLOCK AND TRANSITIONS TO
GET UP 3 LANE CONFIGURATION NEXT BLOCK

CONCRETE CURB AND GULLY

000001

000001

100001

ROADWAY

HERON

DES TO CURRENT EXISTING STRIPING

AS S

A IS

H ST.

F ST.

I ST.

J ST.

K ST.

CITY OF ABERDEEN STATE OF ASHINGTON PUBLIC WORKS DEPARTMENT 125 311 128 Phone 202 (Ext. 4441) Aberdeen, MS 38520	DRAWING NO. DATE 1" = 50' 0" 1-4 MAY 2015	CITY OF ABERDEEN CITY OF ABERDEEN	HERON-WISHKAW RESTRIPE HERON ST BROADWAY TO "F"
	SHEET NO. DATE 1" = 50' 0" 1-4 MAY 2015	CITY OF ABERDEEN CITY OF ABERDEEN	HERON-WISHKAW RESTRIPE HERON ST BROADWAY TO "F"

**LEGISLATIVE DEPARTMENT
CITY OF ABERDEEN**

MR. MAYOR:

THE MEMBERS OF
YOUR COMMITTEE ON: Public Works and the Public Works Director

TO WHOM IT WAS REFERRED: Sam Benn Retaining Wall Project

REPORTS AS FOLLOWS: Four bids were received and opened on July 16th at the City of Aberdeen for the above referenced project. The engineers' estimate was \$150,000. This project is funded with 50% RCO State Grant. The low responsive bidder was Rognlin's, Inc. with a bid of \$150,000. Bid tabs are attached.

THEREFORE, IT IS RECOMMENDED: That the Mayor be authorized to execute the contract with Rognlin's, Inc. to construct the Sam Benn Retaining Wall Project.

MALCOLM DOWIE
Public Works Director

Bill Simpson Chairman

Karl Harris
Parks & Recreation Director

Reported _____, 2015

Committee

Adopted _____, 2015

**CITY OF ABERDEEN
COMMITTEE REPORT**

MR. MAYOR:

Hon. William Simpson

**THE MEMBERS OF
YOUR COMMITTEE ON:**

Public Safety and Chief of Police

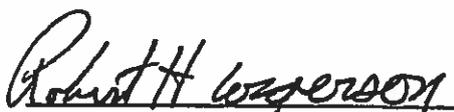
IN REFERENCE TO:

JAIL SERVICES AGREEMENT

Report and recommend as follows:

The City of Westport would like to contract with the City of Aberdeen for jail services. The City of Westport and the City of Aberdeen wishes to enter into an interlocal agreement for prisoner confinement services at the daily rate of \$60.00 per day. The agreement period would start when both Cities have executed the agreement. The agreement is renew automatically on the first day of each year unless terminated early by either city delivering a 30 day written notice.

It is our recommendation that the Mayor and staff be authorized to sign the agreement with City of Westport for jail services.


Robert H. Torgerson, Chief of Police

Reported: July 22, 2015

Tawni Andrews, Chair

James Cook

Alice Phelps

Jerry Mills

Adopted: _____

**INTERLOCAL AGREEMENT
BETWEEN THE CITY OF ABERDEEN AND THE CITY OF WESTPORT
FOR JAIL SERVICES**

In accordance with the Interlocal Cooperation Act (Chapter 39.34 RCW) and the City and Counties Jail Act (Chapter 70.48 RCW, as amended), the City of Aberdeen ("Aberdeen") and the City of Westport ("Westport"), in consideration of the payments, covenants and agreements hereinafter mentioned, to be made and performed by the parties, do covenant and agree as follows:

1. **DEFINITIONS:** Unless the context clearly shows another usage is intended, the following terms shall have these meanings in this contract:
 - 1.1 "City Prisoner" means a person booked into or housed in the jail when a Westport charge is a basis for booking or confining that person. A Westport charge is a basis for booking or confirming a person when one or more of the following applies, whether pre-trial or post-trial:
 - 1.1.1 The person is booked or confined by reason of violating or allegedly violating a Westport ordinance;
 - 1.1.2 The person is booked or confined by reason of a warrant issued by the Westport Municipal Court.
 - 1.1.3 The person is booked or confined by reason of violating or allegedly violating a state statute punishable as a misdemeanor or gross misdemeanor when such charge is filed in the Westport Municipal Court;
 - 1.1.4 The person is booked or confined by reason of a Westport Municipal Court order.
 - 1.2 "Jail" means a place primarily designed, staffed, and used for the housing of adults charged with a criminal offense; for the punishment, correction, and rehabilitation of offenders after conviction of a criminal offense, or for confinement during a criminal investigation or for civil detention to enforce a court order. Upon the date of execution of this agreement, Jail includes the Aberdeen City Jail, and any Community Corrections Program, such as Work Release, Electronic Home Detention, or Work Crews, operated by Aberdeen directly or pursuant to contract.
 - 1.3 A "Prisoner Day" means every 24-hour period, or portion thereof greater than two (2) hours, that a City Prisoner is in the custody of the Aberdeen City Jail. A Prisoner Day shall be measured from the time a City Prisoner is transferred to the custody of the Aberdeen City Jail to the time when Westport resumes custody or the time that Aberdeen City Jail receives an order of release issued under competent authority.
 - 1.3.1 If either party notifies the other in writing that program or administrative requirements relating to the Jail are causing or will cause an inequitable burden on either party, or that new technologies and methods relating to more equitable distribution

of prisoner confinement costs have become or will become available, the parties shall meet to discuss changes to the above definition of Prisoner Day.

2. **JAIL AND HEALTH SERVICES:** Aberdeen shall accept for confinement in Jail those persons who are City Prisoners as defined in Section 1.1 and shall furnish Westport with Jail facilities, booking, custodial services, and personnel for the confinement of City Prisoners at least equal to those Aberdeen provides for confinement of its own prisoners. Aberdeen shall furnish to City Prisoners all Jail medical and health care services required to be provided pursuant to federal or state law and regulations promulgated thereto.
 - 2.1 Aberdeen shall have the right to refuse to accept for confinement any City Prisoner in the event that acceptance of said prisoner or prisoners, in the sole and exclusive judgment of Aberdeen, will result in overcrowding of the jail or otherwise present an unreasonable risk of harm to the City Prisoner or other prisoners.
3. **AGREEMENT TERM:** This contract shall take effect on _____, upon execution by both parties. No part of this contract shall be applied retroactively. This contract shall automatically renew from year to year thereafter unless terminated pursuant to the terms and conditions of this contract.
4. **PRISONER BEHAVIOR:** City Prisoners shall obey the laws, regulations, and local procedures required of all prisoners in the Jail.
5. **RELEASE:** City Prisoners who have not completed their full term of confinement will not be released except upon written orders from the Westport Municipal Court unless otherwise authorized by this agreement or by order of a court of competent jurisdiction.
6. **COMPENSATION:**
 - 6.1 Westport will pay the Aberdeen a maintenance charge of \$60.00 for each Prisoner Day. A \$25.00 booking fee will be charged for any City Prisoner booked and confined for less than one (1) Prisoner Day.
 - 6.2 Effective January 1, 2016, and on January 1 of each successive year, the Prisoner Day maintenance charge paid to Aberdeen by Westport shall be adjusted by seventy-five percent (75.0%) of the Seattle-Tacoma-Bremerton CPI-U for the twelve-month period preceding May 30 (the June BLS report), with a maximum increase of three percent (3%).
 - 6.3 Aberdeen shall bill Westport monthly. Westport shall pay the full amount billed within thirty (30) days of receipt. If Westport disputes any portion of a billing, it shall provide Aberdeen written notice specifying the total amount withheld and the grounds for withholding, together with payment of the remainder of the amount billed.
 - 6.4 Disputes over billing shall be resolved as follows:

- 6.4.1 The representatives designated in Section 13 of this contract, or their designees, shall attempt to resolve the dispute by negotiation. If such negotiation is unsuccessful, but in no case later than thirty (30) days following Aberdeen's receipt of the written notice described in subsection 6.3 above, Westport shall appeal in writing to the Aberdeen Police Chief. The Police Chief shall mail a written decision to Westport.
- 6.4.2 The decision of the Aberdeen Police Chief shall be final and conclusive unless Westport, within thirty (30) days of receipt of the decision, appeals in writing to Aberdeen's Mayor in accordance with Section 15 of this contract. If no appeal is filed with the Mayor, the Police Chief's decision is binding on the parties and shall not be subject to legal question either directly or collaterally.
- 6.5 If Westport fails to pay a billing within sixty (60) days from date of billing, Westport shall be deemed to have voluntarily waived any right under this Agreement to incarcerate City Prisoners in the Jail. Westport will remove City Prisoners already incarcerated within thirty (30) days following notice from Aberdeen of the sixty day delinquency and the Jail shall accept no further City Prisoners until all outstanding bills are paid.
- 6.6 Each party may examine the other's books and records to verify charges. If an examination reveals an error in a billing, appropriate adjustments will be made in the next regular billing. Disputed charges shall be resolved under Section 15.

7. **MEDICAL CARE:**

- 7.1 Westport will pay and be responsible for all necessary medical, pharmaceutical, surgical and hospital services furnished to City Prisoners, including costs of transportation and custodial supervision of City Prisoners while outside the Jail. In the case of an emergency requiring immediate medical assistance, and resulting in emergency medical expenses, Westport shall be notified as soon as practicable. "Necessary" shall mean medical, pharmaceutical, surgical and hospital services as prescribed or directed by a medical professional, that are not considered experimental or to be lacking in medically recognized professional documentation of efficacy, that are not administered solely for the convenience of the prisoner, and that meet one or more of the following criteria for a given prisoner at a given time:
- 7.1.1 Is essential to life or preservation of limb, or
- 7.1.2 Reduces intractable pain, or
- 7.1.3 Prevents significant deterioration of activities of daily living, or
- 7.1.4 Is of proven value to significantly reduce the risk of one of the three outcomes above (e.g. certain immunizations), or

- 7.1.5 Immediate intervention is not medically necessary, but delay of care would make future care or intervention for intractable pain or preservation of activities of daily living significantly more dangerous, complicated, or significantly less likely to succeed, or
- 7.1.6 Reduces severe psychiatric symptoms to a degree that permits engagement in programming that advances correctional interests, or
- 7.1.7 From a public health perspective, is necessary for the health and safety of a community of individuals and is medically appropriate, but may not be medically necessary for the individual (for example, treatment for head lice).
- 7.2 Whenever practicable, Aberdeen will arrange for Westport to be billed directly by the medical care provider for all medical expenses incurred. Medical expenses not billed directly to Westport will be included in the monthly invoices for City Prisoners and payable in the same manner as the invoices.
- 7.3 Aberdeen shall not incur any non-emergency medical expenses without prior approval of the Westport's Police Chief.
8. **TRANSPORTATION**: Westport shall provide for all of the transportation needs of City Prisoners without cost to Aberdeen. Examples of transportation needs are court appearances, necessary medical services, and transportation ordered by a court of competent jurisdiction to state hospitals, veteran's hospital, or for psychiatric evaluations.
- Unless there is a medical emergency or court order, Aberdeen will not transport a City Prisoner without express agreement of Westport's designated agent. If Aberdeen transports a City Prisoner, Westport shall reimburse Aberdeen for all costs incurred. Reimbursable transportation costs shall include mileage at the rate established by Aberdeen for intra-agency reimbursement, labor and overhead (overhead to be equal to 0.5 x labor), and EMS transportation charges.
9. **CUSTODY TRANSFER**: Westport law enforcement officers placing an arrested person in the custody of the Aberdeen City Jail shall remain in the immediate presence of the arrested person and will be considered to have such person in their sole custody until the Jail booking officer audibly informs the Westport officers that the City Prisoner booking is complete. The transfer of custody occurs only after booking is completed and the Westport officers have been relieved by the Jail booking officer.
10. **INDEMNIFICATION**: Aberdeen shall indemnify and hold harmless Westport and its officers, agents, and employees, or any of them, from any and all claims, actions, suits, liability, loss, costs, expenses and damages of any nature whatsoever, by reason of or arising out of any intentional or negligent action or omission of Aberdeen, its officers, agents, and employees, or any of them, in performing services pursuant to this agreement.

- 10.1 In the event that any suit based on such a claim, action, loss or damage is brought against Westport, Aberdeen shall defend the same at its sole cost and expense; provided that Westport retains the right to participate in the suit if any principle of governmental or public law is involved; and if final judgment be rendered against Westport and its officers, agents and employees, or any of them, or jointly against Aberdeen and Westport and their respective officers, agents and employees, or any of them, Aberdeen shall satisfy the same.
- 10.2 Westport shall indemnify and hold harmless Aberdeen and its officers, agents, and employees, or any of them, from any and all claims, actions, suits, liability, loss, costs, expenses and damages of any nature whatsoever, by reason of or arising out of any intentional or negligent action or omission of Westport, its officers, agents and employees, or any of them, in performing services pursuant this agreement. In the event that any suit based upon such a claim, action, loss or damage is brought against Aberdeen, Westport shall defend the same at its sole cost and expense; provided that Aberdeen retains the right to participate in said suit if any principle of governmental or public law is involved; and if final judgment be rendered against Aberdeen and its officers, agents and employees, or any of them, or jointly against Aberdeen and Westport and their respective officers, agents and employees, or any of them, Westport shall satisfy the same.
- 10.3 In executing this agreement, Aberdeen does not assume liability or responsibility for or any way release Westport from any liability or responsibility which arises in whole or in part from the existence or effect of Westport Ordinances, rules or regulations. If any cause, claim, suit, action or administrative proceeding is commenced in which the enforceability or validity of any Westport Ordinance, rule or regulation is at issue, Westport shall defend the same at its sole expense and if judgment is entered or damages are awarded against Westport, Aberdeen, or both cities, Westport shall satisfy the same, including all chargeable costs and attorney fees.
- 10.4 Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of Aberdeen and Westport, its officers, officials, employees, each party's liability hereunder shall be only to the extent of that party's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the each party's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.
11. **AMENDMENT AND TERMINATION:** The provisions of this agreement may be amended by the mutual written agreement of Westport and Aberdeen. Either

Westport or Aberdeen may cancel this agreement by giving written notice to the other party thirty (30) days in advance of the termination date in the notice. All written notices required by this Agreement shall be delivered by U. S. First Class mail to the addresses indicated below.

CITY OF WESTPORT Mayor's Office
 City of Westport
 P.O. Box 505
 Westport, WA, 98595

CITY OF ABERDEEN: Mayor's Office
 City of Aberdeen
 200 E. Market Street
 Aberdeen, WA 98520

If written notice is given by Westport, a copy will also be provided to the Aberdeen Police Chief at 210 E. Market Street, Aberdeen, WA 98520.

12. **NONDISCRIMINATION/EQUALITY OF EMPLOYMENT OPPORTUNITY:** Aberdeen will provide equal employment opportunity in administering this contract, in implementing this contract, in administering the jail, and shall prohibit discriminatory treatment. Any charges referred by Westport to Aberdeen will be processed promptly.
13. **CONSULTATION:** Westport and Aberdeen shall designate representatives for the purpose of administering this contract and shall notify the other in writing of its designated representatives. Each party will consult with the other's designated representatives in preparing annual calculations for determining costs, fees and charges, and before adopting any changes in policies, practices or procedures which may affect the responsibilities of the other and will try to resolve disputes through their designated representatives.
14. **ASSURANCE:** Aberdeen represents and assures Westport that no other city or town has or will receive more favored treatment under a contract with Aberdeen in the care and treatment of its prisoners, detention facilities provided, or in charges assessed than provided under this contract with Westport for City Prisoners. If advantages are provided prisoners of any city or town or to Aberdeen prisoners, like advantages shall be extended to City Prisoners; and if lower rates are provided in any contract with another city or town, such reduced charges shall be extended to Westport under this contract. This section shall not apply to temporary service contracts of less than twelve (12) months duration; provided that such temporary service contracts shall not cause Westport to pay more in maintenance charges and rates that are provided for the same services in this contract.
15. **DISPUTE RESOLUTION:**
- 15.1 Disputes that cannot be resolved by the representatives designated herein shall be referred to the Mayor of Aberdeen and the Mayor of Westport for settlement. If not resolved by them within thirty (30) days of the referral, the Mayors by mutual written consent may apply to the presiding judge of the Grays Harbor Superior Court for an appointment

of an arbitrator whose decision shall be final and binding on both parties. Each party shall pay one-half (1/2) of the arbitrator's fees and expenses.

- 15.2 If mutual written consent to apply for the appointment of an arbitrator is not reached, within sixty days of the referral, either party may seek court action to decide the dispute. Proper venue of any such action shall be as provided under the provisions of RCW 36.01.050. Relief may include, but is not limited to, specific performance and damages. If either party prevails in a court action to enforce any provision of this contract, it shall be awarded reasonable cost and attorney fees, such fees to be based on hourly rates for attorneys of comparable experience in the community.
16. **ANCILLARY MATTERS:** The contract reserves in each party the power to establish a temporary holding facility during a riot or civil disobedience, to establish group homes or other care or rehabilitation facilities in furtherance of a social service program, and to comply with a final order of a federal court or a state court of record for the care and treatment of prisoners. Both parties shall cooperate and assist each other toward procuring grants or financial assistance which may be available to provide services under this contract.
17. **ENTIRE CONTRACT:** This contract represents the entire understanding of the parties and supersedes all oral representations that are inconsistent with or modified by its terms and conditions. The parties hereto specifically waive any rights, causes or claims arising from or related to any preceding contract for jail services between the parties as they relate to billings, definition of prisoners, definition of prisoner day, audit findings, or any other dispute relating to the establishment or administration of the billing system; provided nothing contained herein shall affect or modify any past, present or future right or obligation of either party pursuant to Section 10; provided further as condition precedent to the entry and effect of this contract, all billings and charges arising under any preceding contract for jail services shall be current.
18. **INTERPRETATION:** Each party acknowledges that they have had the opportunity to have this agreement reviewed by counsel of their choice prior to its execution.
19. **NON-WAIVER:** No waiver of any right under this Agreement shall be effective unless made in writing by an authorized representative of the party to be bound thereby. Failure to insist upon full performance on any one or several occasions does not constitute consent to or waiver of any later non-performance nor does payment of a billing or continued performance after notification of a deficiency in performance constitute acquiescence thereto. The Parties are entitled to all remedies in law and equity.
20. **SEVERABILITY:** If any section, subsection, sentence, clause, or phrase of this Agreement is for any reason held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining provisions of this Agreement. The Parties state that they would have entered into this Agreement irrespective of the fact that any one or more provisions had been declared invalid or unconstitutional.

21. **BENEFITTED PARTIES:** This Agreement and the provisions thereof are for the benefit of the parties executing it and are not for the benefit of any third party.

22. **EFFECTIVE DATE:** Being an interlocal agreement, it shall go into effect upon approval by the governing bodies of both Parties and its filing, in one of the alternative methods allowed by RCW 39.34.040, by one or both the Parties.

Approved and Accepted this _____ day of _____

CITY OF ABERDEEN

CITY OF WESTPORT

Bill Simpson, Mayor

Michael Bruce, Mayor

Attest:

Attest:

Kathryn Skolrood, Finance Director

City Clerk

Approved as to form:

Approved as to form:

Eric S. Nelson, Corporation Counsel

City Attorney

15 - 07

ORDINANCE NO. _____

AN ORDINANCE ADOPTING A SIX MONTH MORATORIUM PROHIBITING THE LICENSING, LOCATION, AND PERMITTING OF FACILITIES FOR THE WHOLESALE STORAGE AND SALES OF LIQUID, SOLID, OR GASIFIED PETROLEUM IN THE CITY OF ABERDEEN, STATE OF WASHINGTON.

WHEREAS, in the first quarter of 2015 alone there have been several explosions and fires of rail-borne tank cars carrying Bakken crude oil and many of these cars were of the "safety modified" type of car designed to carry that product safely;

WHEREAS, local jurisdictions are not capable of adequately dealing with the explosions and fires involving petroleum-laden rail cars;

WHEREAS, the city of Aberdeen has very serious concerns about the safety of the public, public services, and public infrastructure, all of which would be placed in serious jeopardy by the addition of new wholesale liquid, solid, and gasified petroleum storage and sales facilities;

WHEREAS, federal regulations announced the first week of April 2015 governing rail cars hauling flammable crude petroleum prohibit public disclosure of train movement and location information;

WHEREAS, RCW 35.22.690 authorizes adoption of moratoriums by First Class cities;

WHEREAS, the adoption of this ordinance is exempt from the requirements of a threshold determination under the State Environmental Policy Act pursuant to WAC 197-11-880;

WHEREAS, discussion regarding the establishment of zoning laws, both in city council and with the public, could take many weeks to reach a policy decision; **NOW, THEREFORE**,

BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF ABERDEEN:

SECTION 1. MORATORIUM ADOPTED. Pursuant to RCW 35.22.690 and RCW 35.63.200, a moratorium is hereby imposed prohibiting the licensing, location, and permitting of facilities for the wholesale storage and sales of liquid, solid, or gasified petroleum within the city limits of Aberdeen.

SECTION 2. DURATION OF MORATORIUM. This moratorium shall remain in effect for six months from the effective date of this ordinance unless terminated earlier as pursuant to the term as set forth in Section 4.

SECTION 3. EXISTING FACILITIES AND PERMIT APPLICATIONS. This moratorium shall not affect existing storage facilities previously permitted by the city or vested rights of applicants who have filed completed permit applications with the city prior to the effective date of this ordinance.

SECTION 4. PUBLIC HEARING DATE. A public hearing shall be held pursuant to RCW 35.63.200 during the regular city council meeting of Wednesday, July 22, 2015, at 7:15 pm, in the Aberdeen city council chambers.

SECTION 5. SEVERABILITY. Should any section, subsection, paragraph, sentence, clause or phrase of this ordinance or its application to any person or situation be declared unconstitutional or invalid for any reason, such decision shall not affect the validity of the remaining portions of this ordinance or its application to any other person or situation.

SECTION 6. EFFECTIVE DATE. This ordinance is hereby declared and designated a public emergency ordinance necessary for the protection of public health and safety and for the protection of public property and shall be effective immediately upon its adoption.

SECTION 7. PUBLICATION BY SUMMARY. The Finance Director is authorized and directed to publish the attached summary in lieu of this ordinance.

PASSED and APPROVED this ____ day of _____, 2015.

Bill Simpson, Mayor

ATTESTED:

Kathryn Skolrood, Finance Director

City
of
Aberdeen

- B. The maximum speed limit for operation of a WATV is 35 mph or the posted limit, whichever is lower;
- C. WATV's must be operated in single-file with enough space between each WATV for a full-sized vehicle to pass each WATV safely;
- D. WATV's must be operated with all four wheels of the WATV on the roadway; no shoulder driving is permitted, except for slowing to allow vehicle traffic to pass.

Section 10.12.030 Penalties for violations. Failure to perform any act required, or the performance of any act prohibited, in this chapter shall be a traffic infraction enforced as provided in Chapter 1.10 AMC, unless otherwise provided under state law or ordinance.

SECTION 2. SEVERABILITY. Should any section, subsection, paragraph, sentence, clause or phrase of this ordinance or its application to any person or situation be declared unconstitutional or invalid for any reason, such decision shall not affect the validity of the remaining portions of this ordinance or its application to any other person or situation.

SECTION 3. PUBLICATION BY SUMMARY. The Finance Director is authorized and directed to publish the attached summary in lieu of this ordinance.

SECTION 4. EFFECTIVE DATE. This ordinance shall take effect immediately upon its passage, signing, and publication.

PASSED and APPROVED this ____ day of _____, 2015.

Bill Simpson, Mayor

ATTESTED:

Kathryn Skolrood, Finance Director

CITY OF ABERDEEN

PROCLAMATION

WHEREAS, breastfeeding is known to have broad health benefits for newborn infants and children, and

WHEREAS, more than 500 babies are born in Grays Harbor County each year, and

WHEREAS, the week of August 1-7, 2015 has been designated as World Breastfeeding Week with the theme "Breastfeeding and Work: Let's Make It Work" to promote formal and informal education on breastfeeding as a source of life, and

WHEREAS, we can educate our families and communities in our state by promoting, protecting and supporting breastfeeding.

NOW, THEREFORE, the **MAYOR OF THE CITY OF ABERDEEN**, does hereby proclaim **August** as

Breastfeeding Month

and urges all people to join in this observance.

Dated this ____ day of _____, 2015

**CITY OF ABERDEEN
MAYOR**

Bill Simpson, Mayor